

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. 5:03-CV-0077-3 (CAR)
)	
REICHHOLD LIMITED, et al.,)	
)	
Defendants.)	
)	
CANADYNE-GEORGIA CORPORATION,)	
)	
Counter-claimant,)	
)	
v.)	
)	
UNITED STATES OF AMERICA,)	
)	
Counter-defendant.)	

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter against, among others, Woolfolk Chemical Works, Ltd., The J.W. Woolfolk Trust, the Estate of Thomas W. Cleveland, and Jacqueline Woolfolk Mathes, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of costs incurred in responding to a release or threatened release of hazardous substances at and from the Woolfolk Chemical Superfund Site in Fort Valley, Georgia (the "Site"). The United States also sought a declaratory judgment pursuant to Section

113(g) of CERCLA, 42 U.S.C. § 9613(g), that the defendants are liable for future costs not inconsistent with the National Contingency Plan.

B. Settling Defendants, the Woolfolk Settlement Agreement Parties and the Woolfolk Parties, by entering into this Consent Decree, do not admit any fact or liability to the United States or to each other arising out of the transactions or occurrences alleged in the complaint.

C. The Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants, the Woolfolk Settlement Agreement

Parties, and the Woolfolk Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter their status or responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Financial Information" shall mean the financial statements and tax returns for the years ending 2001 to 2004 provided to the United States by Settling Defendants.

h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States, Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties.

k. "Response Costs" shall mean all costs, not inconsistent with the NCP, including but not limited to direct and indirect costs, that the United States has incurred or will incur at or in connection with the Site, plus Interest on all

such costs.

l. "Plaintiff" shall mean the United States.

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendants" shall mean Woolfolk Chemical Works, Ltd., The J.W. Woolfolk Trust, the Estate of Thomas W. Cleveland, and Jacqueline Woolfolk Mathes.

o. "Site" shall mean the Woolfolk Chemical Superfund Site in Fort Valley, Georgia as listed on the National Priorities List ("NPL") and all areas where hazardous substances have come to be located as a result of pesticide operations at or on that Site.

p. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

q. "Woolfolk Parties" shall mean John H. Thurman; Elizabeth Cleveland Martin; Margie Cleveland Hoots; Anita Beauregard Cleveland; Blake Hansford Cleveland; Letitia M. Unver; Julia M. Poppell; Ann Cleveland Hoots; Deborah Cleveland; John C. Alden; Emma D. Alden; Thomas Alden; David Victor Hewes; Betty L. Hewes; Hope Hewes Robinson; Pamela Hewes Jones; James C. Liipfert, Jr.; Lucile B. Dudley; Richard B. Liipfert; Jephtha B. Liipfert; Susan A. Thurman; Mary Anne Thurman; Martha Kay Thurman; Thomas David Thurman; and Josephine Kujawinski.

r. "Woolfolk Settlement Agreement Parties" shall mean Woolfolk Chemical Works, Ltd; The J.W. Woolfolk Trust; John W.

Moye, Thomas W. Cleveland, Jr., James Teabo, and Rachel Mathes, individually, and in their capacity as former or current Co-Trustees of The J.W. Woolfolk Trust; The Elizabeth Woolfolk Moye Trust; John W. Moye, as Trustee of The Elizabeth Woolfolk Moye Trust; The Anita Woolfolk Cleveland Trust; Thomas W. Cleveland, Jr. and James Teabo, as former or current Trustees of The Anita Woolfolk Cleveland Trust; The Jacqueline Woolfolk Mathes Trust; and Rachel Mathes, as Trustee of The Jacqueline Woolfolk Mathes Trust.

s. "Woolfolk Settlement Agreement" shall mean the Settlement Agreement, dated February 28, 2002, among Canadyne-Georgia Corporation; Woolfolk Chemical Works, Ltd; The J.W. Woolfolk Trust; John W. Moye, Thomas W. Cleveland, Jr. and Rachel Mathes, as Co-Trustees of The J.W. Woolfolk Trust; The Elizabeth Woolfolk Moye Trust; John W. Moye, as Trustee of The Elizabeth Woolfolk Moye Trust; Thomas W. Cleveland, Jr., as Trustee of The Anita Woolfolk Cleveland Trust; and Rachel Mathes, as Trustee of The Jacqueline Woolfolk Mathes Trust, a copy of which is attached hereto as Appendix A.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for the Woolfolk Settlement Agreement Parties to make a cash payment from proceeds from insurance coverage to resolve any potential liability for the Site as provided in the Covenant Not to Sue by Plaintiff in Section IX and subject to the Reservations of Rights by United States in

Section X, and to resolve all other litigation involving the Parties with respect to the Site.

VI. PAYMENT OF RESPONSE COSTS

5. In reimbursement of Response Costs and in consideration of the covenant not to sue with respect to past or future claims as set forth in Section IX, the Woolfolk Settlement Agreement Parties shall make the following payments from the proceeds obtained pursuant to the Woolfolk Settlement Agreement:

a. The Woolfolk Settlement Agreement Parties assign to the United States all of their rights to any money in or eligible for the "Escrow Fund" established by Paragraph 6 of the Woolfolk Settlement Agreement, and hereby waive the 2007 date for maintaining the Escrow Fund. The Woolfolk Settlement Agreement Parties also shall pay said funds that are in or eligible for said Escrow Fund to the United States pursuant to this consent decree; provided that Canadyne-Georgia has assigned its rights in said Escrow Fund to the United States in a consent decree that has been entered by the Court.

b. Woolfolk Settlement Agreement Parties agree to pay to the United States the following percentages of payments received under Item 3 of the Woolfolk Settlement Agreement: (1) 10% of the funds otherwise payable to them under Item 5(c)(i) of the Woolfolk Settlement Agreement; (2) 20% of the funds otherwise payable to them under Item 5(c)(ii) of the Woolfolk Settlement Agreement; and (3) 30% of the funds otherwise payable to them under Item 5(c)(iii) of the Woolfolk Settlement Agreement. Said

payments shall be made within thirty (30) days of receipt in accordance with the procedures set forth in Paragraphs 6 through 8 below.

c. The United States is not entitled to receive any percentage of amounts payable under Item 5(c) of the Woolfolk Settlement Agreement designated therein to pay for the costs of pursuing insurance coverage as contemplated by the Woolfolk Settlement Agreement. The Woolfolk Settlement Agreement Parties shall retain all rights, powers, and privileges under the Woolfolk Settlement Agreement with regard to the prosecution and settlement of any and all claims against any insurers and any other parties in connection with Site, except as provided herein with respect to the United States. In the case of any of the Woolfolk Settlement Agreement Parties that are entities other than individuals, said entities shall retain all rights, powers and privileges to distribute assets to beneficiaries or other interested parties and to dissolve or otherwise go out of existence as may be allowed by law.

6. The Woolfolk Settlement Agreement Parties shall provide written notice to the United States within ten (10) days after any settlement or judgment covered by the terms of the Woolfolk Settlement Agreement.

7. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 2002V00209, the EPA Region and Site Spill ID Number 04W1,

and DOJ Case Number 90-11-3-07282. Payment, when due, shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Middle District of Georgia. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

8. At the time of payment, the Woolfolk Settlement Agreement Parties, on behalf of themselves and Settling Defendants, and the Woolfolk Parties, shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII Notices and Submissions) and to:

Ms. Paula V. Batchelor
U.S. EPA, Region 4
CERCLA Enforcement and Information
Management Branch
CERCLA Enforcement and Information
Management Section
61 Forsyth St., S.W.
Atlanta, Georgia 30303

9. The total amount to be paid pursuant to this Section by Woolfolk Settlement Agreement Parties shall be deposited into the Woolfolk Chemical Works Superfund Special Account for the Site, within the EPA Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with the Site. Any funds not used may be applied generally to past Response Costs. Otherwise, said funds may be transferred by EPA to the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

10. Interest on Late Payments. If any payment under

Paragraphs 5 through 7 is not made by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment. If any payment under Paragraph 9 is not made by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

11. Stipulated Penalties.

a. If any amounts due under Paragraphs 5 through 7 or Paragraph 10 are not paid by the required due date because of any action by the Woolfolk Settlement Agreement Parties, the Woolfolk Settlement Agreement Parties shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 10, \$1,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill Number 04W1, and DOJ Case Number 90-11-3-07282, and shall be sent to:

U.S. Environmental Protection Agency
Cincinnati Accounting Operations
Mellon Lockbox 371099M
Pittsburgh, PA 15251-7099
Att.: Region 4 Superfund

c. At the time of each payment, notice that payment has been made shall be sent to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to

Ms. Paula V. Batchelor
U.S. EPA, Region 4
CERCLA Enforcement and Information
Management Branch
CERCLA Enforcement and Information
Management Section
61 Forsyth St., S.W.
Atlanta, Georgia 30303

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

12. If the United States brings an action to enforce this Consent Decree with respect to the Settling Defendants, the Woolfolk Settlement Agreement Parties, and/or the Woolfolk Parties, the party in violation, as the case may be, shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

13. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of a failure to comply with the requirements of this Consent Decree.

14. The obligations to pay amounts owed to the United

States under Paragraph 5 of this Consent Decree are joint and several as to the Woolfolk Settlement Agreement Parties.

15. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse payment as required by Section VI or from performance of any other requirements of this Consent Decree.

VIII. FINANCIAL CONDITION OF SETTLING DEFENDANTS

16. Settling Defendants represent and warrant to the best of their knowledge and belief that full and complete disclosure has been made with respect to their financial condition, and that the information is complete and not materially misleading.

IX. COVENANT NOT TO SUE BY PLAINTIFF

17. Covenant Not to Sue by United States. Except as specifically provided in Section X (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, with regard to the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Woolfolk

Settlement Agreement Parties and Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends to Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties and does not extend to any other person. This covenant not to sue is also conditioned upon the veracity and completeness of the financial information provided to the United States by Settling Defendants as provided herein. If the Court subsequently determines by the preponderance of the evidence that the financial information provided by any particular Settling Defendant was false or inaccurate in any material respect, that Settling Defendant shall forfeit all payments made pursuant to this Consent Decree, and this covenant not to sue and the contribution protection provided herein shall be null and void as to that Settling Defendant.

X. RESERVATION OF RIGHTS BY UNITED STATES

18. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants, the Woolfolk Settlement Agreement Parties and the Woolfolk Parties with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 17.

Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties, with respect to:

a. liability for failure of Settling Defendants or the Woolfolk Settlement Agreement Parties to meet a requirement of

this Consent Decree;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability, based upon operation of the Site, or upon transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree; and

e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant not at or from the Site.

XI. COVENANT NOT TO SUE BY SETTLING
DEFENDANTS, WOOLFOLK SETTLEMENT
AGREEMENT PARTIES, AND WOOLFOLK PARTIES

19. Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs, the Site, and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund, whether previously asserted or not, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or

any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

20. Except as provided in Paragraph 25 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 18 (c) - (e), but only to the extent that the claims of Settling Defendants, the Woolfolk Settlement Agreement Parties and/or the Woolfolk Parties arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory or third party beneficiary under this Decree may

have under applicable law.

22. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

23. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree include all Response Costs for the Site and all claims and administrative actions described in Paragraph 17 (Covenant not to Sue by United States). The "matters addressed" in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendants, the Woolfolk Settlement Agreement Parties or the Woolfolk Parties coming within the scope of such reservations.

24. Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties agree that, with respect to any

suit or claim for contribution brought for matters related to this Consent Decree, they will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties also agree that, with respect to any suit or claim for contribution brought against them, respectively, for matters related to this Consent Decree, they, respectively, will notify EPA and DOJ in writing within 10 days of service of the complaint or claim. In addition, Settling Defendants, the Woolfolk Settlement Agreement Parties and the Woolfolk Parties shall notify EPA and DOJ within 30 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

25. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants, the Woolfolk Settlement Agreement Parties and the Woolfolk Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section IX.

XIII. NOTICES AND SUBMISSIONS

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #90-11-2-733/1)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Charles L. King, Jr.
Remedial Project Manager
Georgia Section
Waste Management Division
U.S. EPA, Region IV
61 Forsyth Street, S.W.
Atlanta, GA 30303-8960

Karen Singer
Associate Regional Counsel
U.S. EPA, Region IV
61 Forsyth St., S.W.
Atlanta, Georgia 30303

As to Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties:

Richard A. Horder
Kilpatrick Stockton LLP
1100 Peachtree Street
Suite 2800
Atlanta Georgia, 30306

XIV. RETENTION OF JURISDICTION

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

28. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties and the Woolfolk Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is a copy of the Woolfolk Settlement Agreement and "Appendix B" is the map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties consent to the entry of this Consent Decree without further notice.

30. If for any reason this Court should decline to approve

this Consent Decree in the form presented, this agreement is voidable at the sole and unreviewable discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between any of the Parties.

XVII. SIGNATORIES/SERVICE

31. Each undersigned representative of any of the Parties certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such person or entity to this document.

32. Settling Defendants, the Woolfolk Settlement Agreement Parties and the Woolfolk Parties agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has provided notice in writing or stated in open court that it no longer supports entry of the Consent Decree, as is.

XVIII. FINAL JUDGMENT

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment with respect to the subject matter of the claims by the United States against the Settling Defendants, the Woolfolk Settlement Agreement Parties, and the Woolfolk Parties. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 2005.

UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Reichhold Limited, et al., No. 5:03-CV-0077-3 (CAR) relating to the Woolfolk Chemical Superfund Site in Fort Valley, Georgia.

FOR THE UNITED STATES OF AMERICA

Date: 8.8.05

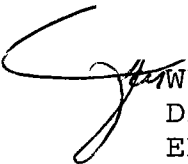
KELLY A. JOHNSON
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, DC 20044-7611

Date: 8/1/05

JAMES R. MACAYEAL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
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Washington, DC 20044-7611

MAXWELL WOOD
United States Attorney
H. RANDOLPH ADERHOLD
Chief, Civil Division
Middle District of Georgia
Post Office Box U
Macon, GA 31202

Date: 8/8/05

 WINSTON A. SMITH

Director, Waste Management Division
EPA Region 4
U.S. Environmental Protection Agency
61 Forsyth Street, S. W
Atlanta, GA 30303-8960

OF COUNSEL:

KAREN SINGER

Associate Regional Counsel
U.S. Environmental Protection Agency
61 Forsyth Street, S.W.
Atlanta, GA 30303-8960

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Reichhold Limited, et al., No. 5:03-CV-0077-3 (CAR) relating to the Woolfolk Chemical Superfund Site in Fort Valley, Georgia.

Date: April 5, 2005

ATLLIB01 1963202.1

Attachment A

SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between CANADYNE-GEORGIA CORPORATION ("Plaintiff"); WOOLFOLK CHEMICAL WORKS LTD. ("the Partnership"); JOHN W. MOYE, THOMAS W. CLEVELAND, JR., and RACHEL MATHES, as Trustees of The J.W. WOOLFOLK TRUST (the "General Partner Trust"); JOHN W. MOYE, as Trustee of the ELIZABETH WOOLFOLK MOYE TRUST; THOMAS W. CLEVELAND, JR., as Trustee of the ANITA WOOLFOLK CLEVELAND TRUST; and RACHEL MATHES, as Trustee of the JACQUELINE WOOLFOLK MATHES TRUST (together, the "Limited Partner Trusts").

WHEREAS, Plaintiff has filed two lawsuits in the United States District Court for the Middle District of Georgia styled Canadyne-Georgia Corp. v. Bank of America, et al., Civil Action File Number 5:96-CV-114-1(Df)(the "Bank of America Case"), and Canadyne-Georgia Corp. v. Jacqueline Woolfolk Mathes, et al., Civil Action File Number 5:99-CV-251-2(Df)(the "Mathes Case")(collectively, "The Litigation"), naming as defendants the Partnership, the General Partner Trust, the Limited Partner Trusts, and various other estates and individuals (together, the "Defendants");

WHEREAS, Plaintiff alleges it has incurred over \$13,000,000 to settle bodily injury and property damages claims from over 600 individual claimants in the Toxic Tort Litigation, over \$31,000,000 in environmental response costs, and over \$8,000,000 in attorneys' fees and other expenses in connection with the Toxic Tort Litigation, all of which Plaintiff alleges results from hazardous substances released at or around the former Woolfolk Chemical Works facility in Fort Valley, Georgia (the "Facility");

WHEREAS, the United States Department of Justice acting on behalf of the United States Environmental Protection Agency (together, the "United States") has alleged that it is entitled to reimbursement from Plaintiff and Defendants for oversight costs and other expenses in excess of \$4,000,000;

WHEREAS, Defendants acknowledge that the operations of the Partnership between 1957 and 1972 may be responsible for some portion of the hazardous substances released from the Facility;

WHEREAS, Plaintiff and Defendants acknowledge that the operations of Woolfolk Chemical Works, Inc., (which entity is now Plaintiff) between 1972 and 1984, may be responsible for some portion of the hazardous substances released from the Facility;

WHEREAS, Plaintiff and Defendants acknowledge that the operations of predecessors of both the Partnership and Plaintiff prior to 1957 may be responsible for some portion of the hazardous substances released from the Facility, and the questions surrounding whether the Partnership, any of the other Defendants or Plaintiff has any legal responsibility for those predecessors is a matter in dispute, both among the parties and potentially with third-party claimants, including the United States and other governmental entities;

WHEREAS, the Partnership contends that any actions it has taken or may take in connection with this Agreement are part and parcel of winding up its affairs consistent with its intention of dissolving as of 1972;

WHEREAS, Defendants further acknowledge that the Partnership faces considerable risk of a substantial adverse judgment if the Bank of America Case goes to trial;

WHEREAS, Defendants further acknowledge that other Defendants besides the Partnership may have varying degrees of exposure for liability as a result of derivative liability for the Partnership's liabilities accruing between 1957 and 1972, or derivative or other liability for Plaintiff's activities between 1972 and at least 1979, or otherwise as a result of an adverse judgment against one or more of them in either the Bank of America Case or the Mathes Case;

WHEREAS, Plaintiff acknowledges that it would be difficult to prove the precise amount of hazardous substances that were released as a result of any particular conduct, equipment, aspect of the operation, event, accident or other occurrence, or to prove the precise amount of hazardous substances attributable to a specific period of time between 1925 and 1984;

WHEREAS, Plaintiff and Defendants believe that the Partnership and Plaintiff purchased liability insurance from Continental Insurance Company (hereinafter, "Continental") and Security Insurance Company of Hartford (as successor to the New Amsterdam Casualty Company)(hereinafter, "Security") with the intent of protecting the Partnership and its partners (as well as Plaintiff's former shareholders, officers, and employees) from the sorts of liability at issue in the Bank of America Case and the Mathes Case and; therefore, the Plaintiff is willing to look primarily to that insurance coverage to satisfy the Defendants' potential liability in the Bank of America Case and the Mathes Case;

WHEREAS, in exchange for a release from all parties, Security has agreed to a separate, confidential settlement with Defendants; and

WHEREAS, in order to settle and resolve the Partnership's liability arising out of claims asserted against it in the Bank of America Case, and to settle and resolve once and for all the potential liability of Defendants other than the Partnership arising out of the Bank of America Case, the Mathes Case, claims asserted by the United States, or otherwise arising out of hazardous substances in any way connected to the Facility, the parties desire to compromise their claims as set forth in their Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Summary Trial. The Court will conduct a "summary trial" under procedures and as to issues mutually agreeable to the parties or as otherwise directed by the Court, with as many stipulations as possible (the "Summary Trial"). The stipulations for the Summary Trial shall not be deemed to be admissions of any fact by any party for purposes of any proceeding other than the Summary Trial. The stipulations for the Summary Trial will include, without limitation:

- a) The Court's consideration of the matters presented during the Summary Trial shall be governed by equitable allocation principles analogous to matters arising under section 113 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq.
- b) Plaintiff, the Partnership, the General Partner Trust, and the Limited Partner Trusts are each "covered persons" under CERCLA section 107.
- c) None of the Partnership, the General Partner Trust, or the Limited Partner Trusts shall assert legal incapacity or non-existence as a defense in the Summary Trial.
- d) The Partnership, the General Partner Trust, and the Limited Partner Trusts shall be entitled to assert "ability to pay" as an equitable factor in the Court's determination of the appropriate allocation of responsibility, provided that the Partnership's, the General Partner Trust's, and the Limited Partner Trusts' "ability to pay" shall be based upon the net worth of all the Defendants at the time of the Court's approval of this Settlement Agreement.
- e) The Woolfolk Chemical Works site is a "Facility" which has suffered a release of hazardous substances.
- f) The amount of response costs Plaintiff has incurred which are sufficiently consistent with the NCP to be recoverable under CERCLA and which qualify as corrective action costs under the Georgia Hazardous Site Response Act ("HSRA"), O.C.G.A. §§ 12-8-96.1(e), is \$20,000,000.00.
- g) Plaintiff incurred \$13,000,000 to settle bodily injury and property damages claims from over 600 individual claimants in the Toxic Tort Litigation, and \$8,000,000 in reasonable attorneys' fees and other expenses in connection with the Toxic Tort Litigation.
- h) The response costs in 1(f) were attributable to releases of hazardous substances 90% of which occurred prior to December 1, 1972, and 10% of which occurred after December 1, 1972.
- i) 2/3 of the pre-December 1, 1972 releases (including both on-site and off-site releases) are attributable to periods prior to 1957 for which neither Plaintiff nor the Partnership, the General Partner Trust nor the Limited Partner Trusts are responsible (the pre-1957 period is hereinafter the "Orphan Period").
- j) The 75% of the non-Orphan Period releases (both on-site and off-site) occurred during the period of time the Partnership owned and operated the facility, and 25% of the non-Orphan Period releases (both on-site and off-site) occurred during the period that the Plaintiff owned and operated the facility.
- k) For purposes of deciding whether to adopt verdict 2(a), 2(b) or 2(c) as contemplated by Item 2, below, the Court will allocate responsibility for the Orphan Period to the Partnership, the General Partner Trust and the Limited

Partner Trusts by applying the same percentage to releases of hazardous substances occurring during the Orphan Period as the Court deems appropriate for releases of hazardous substances occurring after the Orphan Period.

- 1) there is no difference in the degree of toxicity, cost of response or other physical characteristics attributable to hazardous substances released (on-site or off-site) during the Orphan Period, during the period the Partnership owned and operated the facility, and during the period the Plaintiff owned and operated the facility.

The parties agree that the Summary Trial would proceed on the May 6, 2002, date the Court currently has scheduled for trial of the Bank of America and Mathes cases, or such other time as the Court decides, provided the summary trial will not commence prior to the time the Court rules on Continental's duty to defend in the pending case styled John Alden, et al., v. Continental Insurance Company, et al., Civil Action File No. 5:01-CV-0343-1.

2. Possible Verdict. The parties will agree that the Summary Trial must end in one of the three verdict amounts set forth below that the Court would then enter as a consent judgment (the "Consent Judgment") in the consolidated Bank of America and Mathes cases in favor of Plaintiff and jointly and severally against the Partnership, the General Partner Trust, and the Limited Partner Trusts:

- a) \$6,000,000.00;
- b) \$12,000,000.00;
- c) \$18,000,000.00.

The parties hereby waive any right to appeal the Consent Judgment so long as it is equal to one of the three amounts set forth in this Item 2 and is otherwise entered in the manner set forth in this Agreement.

3. Payments to Plaintiff and Covenants Not to Sue. The Plaintiff will covenant not to sue the Partnership, the General Partner Trust, and the Limited Partner Trusts for the Consent Judgment except to the extent of any available insurance coverage beyond the following amounts:

- a) \$1,500,000.00, if the Consent Judgment is \$6,000,000.00 under Item 2(a);
- b) \$2,500,000.00, if the Consent Judgment is \$12,000,000.00 under Item 2(b);
- c) \$3,500,000.00, if the Consent Judgment is \$18,000,000.00 under Item 2(c).

Upon approval of the definitive Settlement Agreement by the Court, the Partnership, the General Partner Trust and the Limited Partner Trusts will pay or cause to be paid the amount reflected in Item 3(a) directly to Plaintiff in partial satisfaction of the Consent Judgment and, further, shall post or cause to be posted financial assurances in the form of a letter of credit or other similar means demonstrating their ability to pay the additional

amounts possible under Item 3(b) or Item 3(c). Upon making the payment and posting the financial assurances contemplated by this Item 3, the General Partner Trust and Limited Partner trust shall be allowed to distribute to their beneficiaries any assets they hold beyond \$100.00 in each trust. Upon written notice to the effected party or parties, Plaintiff will be allowed to assign its rights to amounts that may be payable under Item 3(b), Item 3(c), the Consent Judgment or otherwise under the terms of this Agreement, in satisfaction of any debts lawfully owed and outstanding.

4. Dismissal With Prejudice. Upon the payment and posting of financial assurances under Item 3, the Plaintiff will dismiss with prejudice all Defendants except the Partnership, the General Partner Trust, and the Limited Partner Trusts from the Bank of America case and the Mathes case.
5. Pursuit of Insurance Recovery. The parties agree that Defendants shall continue to pursue recovery from insurers besides Security to reimburse Defendants for the payment contemplated in Item 3, above, and to otherwise satisfy the Consent Judgment on behalf of the Plaintiff. The Defendants and Plaintiff agree to allocate any money recovered from insurers aside from Security as a result of this Settlement Agreement or the Consent Judgment as follows:
 - a) In the event the Consent Judgment equals \$6,000,000.00:
 - i) the first \$3,000,000.00 shall be allocated 30% to reimburse Defendants for the payments made under Item 3 above; 20% to be paid into an escrow fund to be distributed in accordance with Item 6, below (the "Escrow Fund"), 30% to be paid to Plaintiff, and 20% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder; and
 - ii) all amounts over \$3,000,000.00 shall be allocated 30% to reimburse Defendants for the payments made under Item 3 above; 20% to be paid to Plaintiff; 25% to the Escrow Fund; and 25% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder.
 - b) In the event the Consent Judgment equals \$12,000,000:
 - i) the first \$3,000,000.00 shall be allocated 30% to reimburse Defendants for the payments made under Item 3 above; 20% to the Escrow Fund, 30% to be paid to Plaintiff, and 20% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder; and
 - ii) all amounts over \$3,000,000.00 shall be allocated 25% to reimburse Defendants for the payments made under Item 3 above; 30% to be paid to Plaintiff; 20% to the Escrow Fund; and 25% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder.

c) In the event the Consent Judgment equals \$18,000,000.00:

- i) the first \$3,000,000.00 shall be allocated 50% to reimburse Defendants for the payments made under Item 3 above; 10% to the Escrow Fund, 20% to be paid to Plaintiff, and 20% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder;
- ii) the fourth through the sixth \$1,000,000.00 shall be allocated 30% to reimburse Defendants for the payments made under Item 3 above; 20% to be paid to Plaintiff; 30% to the Escrow Fund; and 20% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder; and
- iii) all amounts over \$6,000,000.00 shall be allocated 25% to reimburse Defendants for the payments made under Item 3 above; 25% to be paid to Plaintiff; 26.5% to the Escrow Fund; and 23.5% to Defendants to pay for the costs of pursuit of insurance coverage as contemplated hereunder.

In the event of any recovery where the amount allocated to reimburse Defendants exceeds payments made by or on behalf of the Partnership, The General Partner Trust or the Limited Partner Trusts under Item 3, above, any excess under the formulas in this Item 6 shall be allocated to the Escrow Fund.

Defendants shall have the right to control the prosecution of insurance coverage contemplated by this Item 5 including, without limitation, the right to determine in their sole discretion whether any settlement offer from one or more insurance carriers is satisfactory, provided that the proceeds from any such settlement will be allocated pursuant to this Item 5. Notwithstanding the foregoing, nothing in this Agreement will be deemed to impair or impede Defendants' separate right to pursue recovery of past defense costs associated with the Litigation from any of their insurers. If Defendants enter into any form of settlement agreement with Continental to resolve amounts potentially owed under this Agreement prior to entry of the Consent Judgment as described in Item 2, above, such settlement amounts shall initially be allocated under the formula provided in Item 5(b). In the event any such settlement prior to entry of the Consent Judgment results in a total amount paid directly to Plaintiff greater than \$3,000,000.00 (including both amounts paid by Continental and payments made by or on behalf of the Partnership, the General Partnership Trust and the Limited Partner Trusts, but excluding amounts allocated to the Escrow Fund), the Court shall enter a dismissal with prejudice in the Summary Trial. In the event any such settlement results in a total amount paid directly to Plaintiff less than \$3,000,000.00, the Court shall enter the Consent Judgment pursuant to Item 2(c), above, and the Partnership, the General Partnership Trust and the Limited Partner Trusts shall make or cause to be made the payments as required under Item 3(c), above.

6. The Escrow Fund. The Escrow Fund shall be established by the parties to hold funds so allocated by Item 5, above, and distribute those funds as provided by Item 8, below. The Escrow Fund shall be maintained until January 1, 2007. On or after January 1, 2007;

Plaintiff shall be entitled to any balance in the Escrow Fund beyond amounts reasonably necessary to cover claims asserted against Defendants but not yet paid.

7. Release by Plaintiff. Effective at the time of the initial payment provided in Item 3, above, Plaintiff on behalf of itself and any parent corporations, subsidiary corporations and other affiliates, and each of their successors and assigns, will unconditionally release and covenant not to sue Security and all Defendants other than the Partnership, the General Partner Trust and the Limited Partner Trusts for any and all claims, damages, liabilities, causes of action, judgments, costs, fines, penalties or other expenses (including, without limitation, investigation or clean up expenses), whether direct or indirect (including, without limitations, any derivative liability on account of the Partnership, the General Partner Trust or the Limited Partner Trusts), arising in the past, present or future in any way out of solid or hazardous wastes, hazardous substances, hazardous constituents or other pollutants associated with the Facility.
8. Indemnity by Plaintiff. Plaintiff will indemnify, from the Escrow Fund only, all Defendants other than the Partnership the General Partner Trust and the Limited Partner Trusts for any and all claims, damages, liabilities, causes of action, judgments, costs, fines, penalties or other expenses (including, without limitation, investigation or clean up expenses) arising in any way out of solid or hazardous wastes, hazardous substances, hazardous constituents or other pollutants associated with the Facility asserted by third parties, including the United States. Defendant may access the Escrow Fund for purposes of paying or reimbursing reasonable costs of defending, settling or satisfying judgments against the Defendants indemnified under this Item 8 which are incurred after the date the last party signs this Agreement. Defendants shall have the right to control the defense contemplated by this Item 8 including, without limitation, the right to determine in their sole discretion whether any settlement offer is satisfactory. Plaintiff's obligations under this Agreement to indemnify any and all Defendants shall never exceed the amount present in the Escrow Fund at the time any claim for indemnity is asserted.
9. Release by Defendants. Simultaneously with the release provided in Item 7, above, the Defendants, on behalf of themselves and their successors and assigns, will unconditionally release and covenant not to sue Plaintiff, its parent corporations and other affiliates for any and all claims, damages, liabilities, causes of action, judgments, costs, fines, penalties or other expenses (including, without limitation, investigation or clean up expenses), whether direct or indirect, arising in the past, present or future in any way out of solid or hazardous wastes, hazardous substances, hazardous constituents or other pollutants associated with the Facility, except to the extent of the indemnity provided herein.
10. Minimum Corpus Amount. The General Partner Trust and the Limited Partner Trusts will agree to maintain corpus amounts equal to at least \$100 in each trust until December 31, 2006.
11. Express Third-Party Beneficiaries. The Defendants other than the Partnership, the General Partner Trust, and the Limited Partner Trusts are each express third-party

beneficiaries of this Agreement and are entitled to enforce its terms as if they were each a direct party hereto.

12. No Admissions of Liability. No provision hereof or any actions under or by reason of the provisions, terms, and conditions hereof shall be construed as an admission or concession of responsibility, liability, or wrongdoing by any party hereto.

13. Representations and Warranties. The parties hereto each represent and warrant that:

- a) each person executing this Agreement has the power and is duly authorized to enter into this Agreement with regard to all matters described herein upon the terms herein set forth, and that the person executing this Agreement is the authorized agent for purposes of executing this Agreement;
- b) the execution of this Agreement does not put any party hereto in violation of any agreements to which it is a party; and
- c) this Agreement was duly executed and delivered by each party hereto and constitutes a legal, valid and binding obligation enforceable in accordance with the terms hereof.

The parties further agree that should any of the representations in this paragraph not be true or should the warranties in this paragraph be breached, the breaching party shall save and hold harmless all other parties hereto from any and all claims, costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by any of them as a result thereof.

14. Severability. This Agreement is intended to be performed in accordance with and to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

15. Notices. All such notices or communications hereunder shall be made in writing and addressed to the party to be notified as follows:

If to Canadyne-Georgia Corporation: John Oldham
Dan Uyesato
Canadyne-Georgia Corporation
P.O. Box 13582, Research
Triangle Park, NC 27709

With a copy to:

William D. Dannelly
Hunton & Williams
P.O. Box 109
Raleigh, NC 27602

If to Woolfolk Chemical Works, Ltd.: Richard A. Horder
Kilpatrick Stockton LLP
Suite 2800
1100 Peachtree Street
Atlanta, GA 30309

If to the J. W. Woolfolk Trust: David A. Sapp
Newman, Sapp & Lockerman, L.L.P.
750 Hammond Drive
Building 8, Suite 200
Atlanta, GA 30328

If to the Elizabeth Woolfolk Moye Trust: David A. Sapp
Newman, Sapp & Lockerman, L.L.P.
750 Hammond Drive
Building 8, Suite 200
Atlanta, GA 30328

If to the Anita Woolfolk Cleveland Trust: David A. Sapp
Newman, Sapp & Lockerman, L.L.P.
750 Hammond Drive
Building 8, Suite 200
Atlanta, GA 30328

If to the Jacqueline Woolfolk Mathes Trust: David A. Sapp
Newman, Sapp & Lockerman, L.L.P.
750 Hammond Drive
Building 8, Suite 200
Atlanta, GA 30328

16. Entire Agreement. This Agreement is intended to settle and resolve fully and finally all of Defendants' alleged liability to Plaintiff with respect to the Facility. This Agreement supersedes any prior understandings or prior agreements between the parties and there are no prior representations, agreements, arrangements or undertakings, oral or written, that set forth the terms of this Agreement which are not fully expressed herein. This Agreement may only be modified in writing and signed by both parties hereto.
17. Interpretation. Should any provision of this Agreement require judicial interpretation, the Parties agree that the Court or other adjudicating body shall not apply any presumption that the terms herein shall be more strictly construed against one party or the other, it being agreed that both Parties collectively participated in negotiation and preparation of this Agreement, including the terms respecting indemnification.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. One original executed by both parties will be delivered to counsel for each party.
19. Governing Law. This Agreement shall be governed by the laws of Georgia.
20. Assistance to Third Parties. Plaintiff and Defendants, either by themselves or through any successors, predecessors, affiliates, subsidiaries, parent companies, partners, officers, directors, attorneys, insurers, shareholders, representatives, agents, independent contractors, servants, and employees, hereby now and forever agree not to aid, encourage, or otherwise assist, directly or indirectly, any third party in asserting any demand, claim, action, or cause of action of any kind or nature whatsoever in connection with the Facility against any party described in this Item 21. Nothing contained herein shall prevent Plaintiff, Defendant or their related parties described above from responding to lawful requests for information submitted under color of law.
21. Captions. The captions used in this Agreement are for the convenience of the parties and neither create nor limit any substantive provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year following:

CANADYNE-GEORGIA CORPORATION

By: [Signature]

Its: Secretary

Date: February 28, 2002

WOOLFOLK CHEMICAL WORKS, LTD.

By: [Signature]
John W. Moye

By: [Signature]
Thomas W. Cleveland

By: [Signature]
Rachel Mathes
As Trustees for J. W. Woolfolk Trust, a General
Partner of Woolfolk Chemical Works, Ltd.

Date: February 26, 2002

[signatures continued on next page]

[signatures continued from prior page]

J. W. WOOLFOLK TRUST

By: John W. Moye, Trustee

By: Thomas W. Cleveland
Thomas W. Cleveland, Trustee

By: Rachel Mathes, Trustee

Date: February 26, 2002

ELIZABETH WOOLFOLK MOYE TRUST

By: John W. Moye, Trustee

Date: February 26, 2002

ANITA WOOLFOLK CLEVELAND TRUST

By: Thomas W. Cleveland, Jr., Trustee

Date: February 26, 2002

JACQUELINE WOOLFOLK MATHES TRUST

By: Rachel Mathes, Trustee

Date: February 26, 2002

ATTACHMENT 6

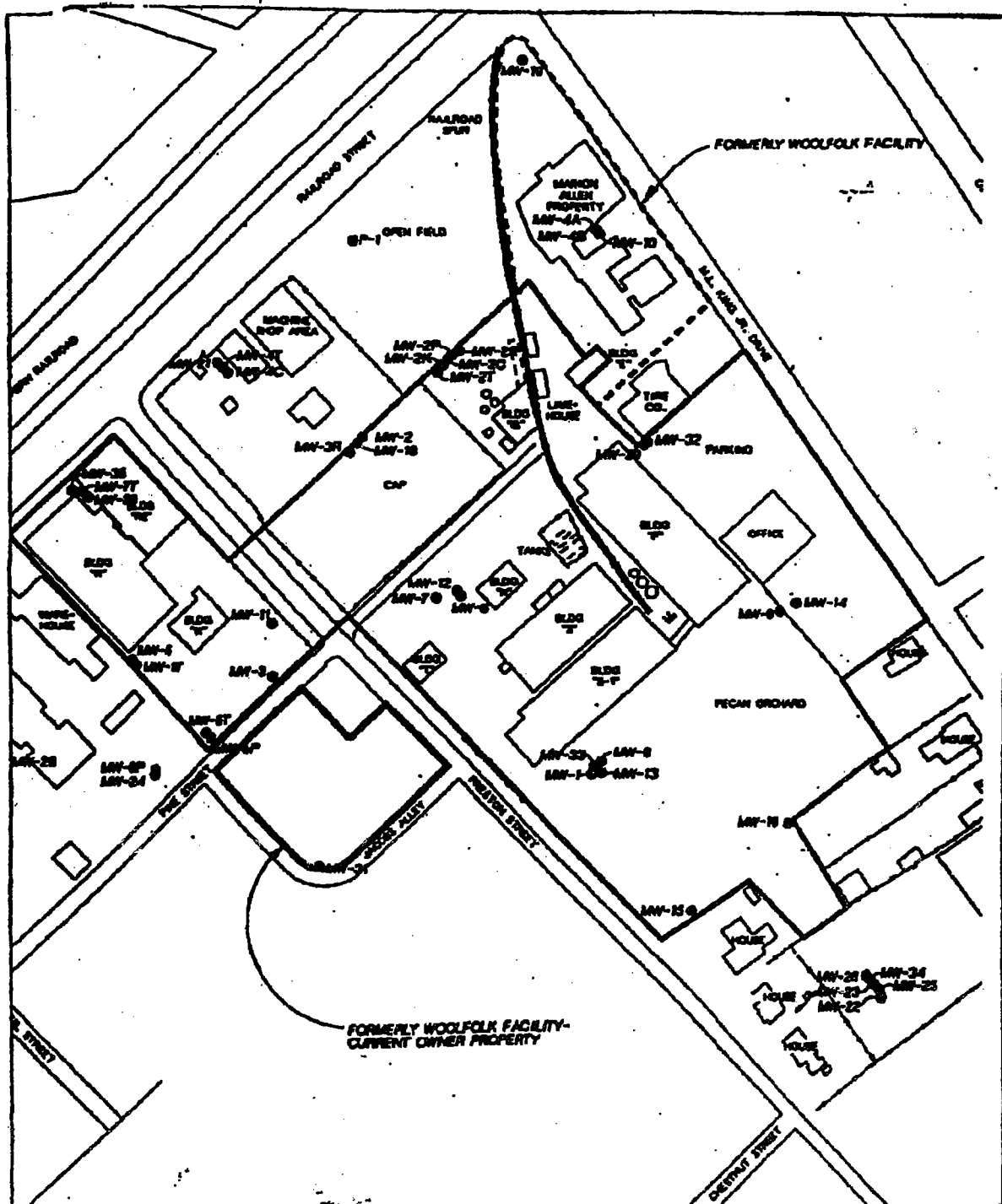


Figure 1.2: Site Map